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7 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
8 **IN AND FOR THE COUNTY OF WALLA WALLA**

9 STATE OF WASHINGTON,

NO.

10 Plaintiff,

11 v.

12 GILBERT IMPORTS, L.L.C., dba Gilbert
13 Auto Honda; GILBERT AUTO OF WALLA
14 WALLA, L.L.C., dba Gilbert Chrysler Jeep
15 Dodge Ram; GILBERT MOTOR
16 COMPANY, L.L.C., dba Gilbert Auto
17 Nissan; GILBERT AUTO FORD, L.L.C.;
18 MARK W. GILBERT, individually and his
19 marital community, and SENTRY SELECT
20 INSURANCE COMPANY,

21 Defendants.

COMPLAINT FOR INJUNCTIVE AND
OTHER RELIEF PURSUANT TO THE
UNFAIR BUSINESS PRACTICES—
CONSUMER PROTECTION ACT;
CHAPTER 19.86 RCW

22 Plaintiff, State of Washington, Office of the Attorney General, Consumer Protection
23 Division, by and through its attorneys, Robert W. Ferguson, Attorney General, and Mary C.
24 Lobdell, Senior Counsel, brings this action against Gilbert Imports, L.L.C., doing business as
25 (“dba”) Gilbert Auto Honda; Gilbert Auto of Walla Walla, L.L.C., dba Gilbert Chrysler Jeep
26 Dodge Ram; Gilbert Motor Company, L.L.C., dba Gilbert Auto Nissan; Gilbert Auto Ford,
L.L.C., dba Gilbert Auto Ford of Moscow Idaho; Mark W. Gilbert, individually and his marital
community; and Sentry Select Insurance Company named herein, alleging as follows:

1 **I. JURISDICTION AND VENUE**

2 **1.1.** The state of Washington ("State") files this Complaint and these proceedings
3 under the provisions of Chapter 19.86 RCW, Unfair Business Practices -- Consumer Protection
4 Act; and chapter 46.70 RCW, the Dealers and Manufacturers Act.
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6 **1.2.** Defendants Gilbert Imports, L.L.C., dba Gilbert Auto Honda; Gilbert Auto of
7 Walla Walla, L.L.C., dba Gilbert Chrysler Jeep Dodge Ram; Gilbert Motor Company, L.L.C.,
8 dba Gilbert Auto Nissan; Gilbert Auto Ford, L.L.C., dba Gilbert Auto Ford of Moscow, Idaho;
9 Mark W. Gilbert, personally and his marital community; and Sentry Select Insurance Company
10 do or did business in the state of Washington or engaged in conduct that had an impact in
11 Washington.
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13 **1.3.** Defendant Gilbert Imports, L.L.C., dba Gilbert Auto Honda, is principally
14 located in College Place, Washington and does business in Walla Walla County.
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16 **1.4.** Defendant Gilbert Auto of Walla Walla, L.L.C., dba Gilbert Chrysler Jeep
17 Dodge Ram is principally located in Walla Walla, Washington and does business in Walla
18 Walla County.
19

20 **1.5.** Defendant Gilbert Motor Company, L.L.C., dba Gilbert Auto Nissan, is
21 principally located in Moses Lake Washington and does business in or had an impact in Grant
22 and Walla Walla County.
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24 **1.6.** Defendant Gilbert Auto Ford, L.L.C., dba Gilbert Auto Ford of Moscow Idaho,
25 engaged in conduct in violation of chapter 46.70 RCW and chapter 19.86 RCW that had an
26 impact in the state of Washington.

1 **1.7.** Defendant Mark W. Gilbert, is now and has been at all time relevant to this
2 action President and owner of Gilbert Imports, L.L.C., dba Gilbert Auto Honda; Gilbert Auto
3 of Walla Walla, L.L.C., dba Gilbert Chrysler Jeep Dodge Ram; Gilbert Motor Company,
4 L.L.C., dba Gilbert Auto Nissan; and Gilbert Auto Ford, L.L.C., dba Gilbert Auto Ford of
5 Moscow Idaho. He has individually controlled, directed, participated in, and formulated the
6 policies relating to the acts, practices and activities of said corporations that are the subject
7 matter of this Complaint. On information and belief, Defendant Mark W. Gilbert is married
8 and all acts done by him were done on behalf of the marital community.
9

10 **1.8.** Defendant Sentry Select Insurance Company is an insurance company that
11 issued motor vehicle dealer bonds to Gilbert Imports, L.L.C., dba Gilbert Auto Honda; Gilbert
12 Auto Of Walla Walla, L.L.C., dba Gilbert Chrysler Jeep Dodge Ram; Gilbert Motor Company,
13 L.L.C., dba Gilbert Auto Nissan; and Gilbert Auto Ford, L.L.C., dba Gilbert Auto Ford of
14 Moscow Idaho.
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16 **1.9.** The violations alleged in this Complaint have been and are being committed in
17 whole or in part in the state of Washington.
18

19 **1.10.** This Court has personal jurisdiction over the all the Defendants pursuant to the
20 Consumer Protection Act, chapter 19.86 RCW, the Dealers and Manufacturers Act, chapter
21 46.70 RCW, RCW 46.70.250; RCW 4.28.180 and RCW 4.28.185 because all the Defendants
22 at all times relevant to this Complaint transacted business within the State of Washington or
23 engaged in conduct impacting Washington consumers.
24

25 **1.11.** This Court has subject matter jurisdiction over this Complaint under the laws of the
26 state of Washington.

1 **1.12.** Venue for this action properly lies in Walla Walla County, Washington,
2 pursuant to RCW 4.12.020.

3 **1.13.** This action is brought by the Attorney General on behalf of the State of
4 Washington for the benefit thereof and for the benefit of affected consumers.
5

6 **II. PLAINTIFF**

7 **2.1.** The Plaintiff is the state of Washington.

8 **2.2.** The Attorney General is authorized to commence this action pursuant to RCW
9 19.86.080, RCW 19.86.140, RCW 19.116.010, RCW 19.116.030, RCW 46.70.220 and RCW
10 46.70.310.

11 **III. DEFENDANTS**

12 **3.1.** Defendants Gilbert Imports, L.L.C., dba Gilbert Auto Honda; Gilbert Auto of
13 Walla Walla, L.L.C., dba Gilbert Chrysler Jeep Dodge Ram; Gilbert Motor Company, L.L.C.,
14 dba Gilbert Auto Nissan; and Gilbert Auto Ford, L.L.C., dba Gilbert Auto Ford of Moscow,
15 Idaho, are Washington corporations organized under the laws of the state of Washington and
16 whose headquarters are located in Walla Walla, Washington.
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18 **3.2.** Defendant Mark W. Gilbert is now and has been at all times relevant to this
19 action President and owner of Gilbert Imports, L.L.C., dba Gilbert Auto Honda; Gilbert Auto
20 of Walla Walla, L.L.C., dba Gilbert Chrysler Jeep Dodge Ram; Gilbert Motor Company,
21 L.L.C., dba Gilbert Auto Nissan; and Gilbert Auto Ford, L.L.C., dba Gilbert Auto Ford of
22 Moscow, Idaho.
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24 **3.3.** Sentry Select Insurance Company is principally located in Stevens Point,
25 Wisconsin and is authorized to conduct business in Washington by the Office of the Insurance
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1 Commissioner under WAOIC 694. Sentry Select Insurance Company does business in both
2 Grant and Walla Walla counties.

3 **3.4.** For purposes of this Complaint, the term "Defendants" unless otherwise specified,
4 shall refer collectively to Gilbert Imports, L.L.C., dba Gilbert Auto Honda; Gilbert Auto of
5 Walla Walla, L.L.C., dba Gilbert Chrysler Jeep Dodge Ram; Gilbert Motor Company, L.L.C.,
6 dba Gilbert Auto Nissan; Gilbert Auto Ford, L.L.C., dba of Gilbert Auto Ford of Moscow,
7 Idaho, and Mark W. Gilbert, personally and his marital community.

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9 **3.5.** The term "Sentry Select" shall refer to Sentry Select Insurance Company
10 principally located in Stevens Point, Wisconsin.

11 **IV. NATURE OF TRADE OR COMMERCE**

12 **4.1.** Defendants are now and has been at all times relevant to this action, engaged in a
13 trade or commerce within the meaning of RCW 19.86.020, specializing in selling vehicles to
14 consumers.

15
16 **4.2.** Defendants are engaged in a trade or commerce within the meaning of RCW
17 19.86.020 by advertising, promoting and selling new and used motor vehicles in the state of
18 Washington.

19 **4.3.** Defendants are engaged in a business that must comply with the provisions of
20 chapter 46.70, the rules for promulgated by the Department of Licensing in WAC 308-66, and the
21 provisions of the Unfair Business Practices of the Consumer Protection Act, Chapter 19.86.

22
23 **4.4.** Sentry Select is engaged in business and conducting business in the state of
24 Washington.

25 **4.5.** A violation of chapter 46.70 RCW are *per se* violations of the Unfair Business
26

1 Practices—Consumer Protection Act chapter 19.86 RCW.

2 **4.6.** Defendants has been at all times relevant to this action in competition with others
3 engaged in similar business in the state of Washington.

4 **V. FIRST CAUSE OF ACTION**
5 **(Failure to Pay Off Lien Holders)**

6 **5.1.** Plaintiff realleges paragraphs 1.1 through 1.13 and 4.1 through 4.6 and
7 incorporates them as if set fully herein.

8 **5.2.** RCW 46.70.124 and WAC 308-66-195 require the Defendants to pay off a
9 consumer's trade-in vehicle no later than the close of the second business day following the
10 date the vehicle was acquired.

11 **5.3.** Defendants have engaged in a pattern and practice of not paying off trade-in
12 vehicles no later than the close of the second business day following the date the vehicle was
13 acquired, including but not limited to the following examples:

14 **5.3.1.** On or about January 4, 2011, J.C.M. executed a contract to purchase a
15 vehicle from Gilbert Auto of Walla Walla, dba Gilbert Chrysler Jeep Dodge Ram
16 ("Gilbert Auto of Walla Walla"). (Office of the Attorney General "AGO" Complaint
17 No. 381739). As part of the purchase agreement, J.C.M. traded in a vehicle in which
18 Wells Fargo Auto Finance held a security interest. Gilbert Auto of Walla Walla did not
19 pay off J.C.M.'s trade-in no later than the close of the second business day following
20 the date the vehicle was acquired as required by RCW 46.70.124 and WAC 308-66-
21 195(2).
22

23 **5.3.2.** On or about April 18, 2012, C.M. traded in a 2010 Chevy Traverse at
24 Gilbert Auto of Walla Walla. (BBB Complaint No. 9047502). By May 7, 2012,
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1 Gilbert had failed to pay off the holder of the security interest in C.M.'s trade-in
2 vehicle. Gilbert Auto of Walla Walla did not pay off C.M.'s trade-in no later than the
3 close of the second business day following the date the vehicle was acquired as
4 required by RCW 46.70.124 and WAC 308-66-195(2).
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6 **5.3.3.** On or about October 5, 2012, C.L. executed a contract to purchase a
7 vehicle from Gilbert Auto of Walla Walla and traded in a 2008 Subaru Tribeca. As of
8 November 29, 2012, Gilbert Chrysler Jeep Dodge of Walla Walla had not paid off the
9 holder of the security interest in the 2008 Subaru Tribeca. Because the secured lender
10 of the 2008 Subaru was not paid off in the manner required by law, C.L. made two
11 payments to the secured lender. C.L. stated in her Better Business Bureau Complaint
12 No. 9316655, "I was told the Tribeca loan would be paid off within 10 days. It is now
13 nearly two months and they have not paid off the loan. I have made two payments on
14 the loan, as well as the payments on the new pickup I traded the Tribeca for. Every
15 week I call Gilbert Auto they tell me an excuse and assure me they will or have sent the
16 check to pay off the loan. I was told that is was [sic] all taken care of and the payoff
17 occurred [sic] November 20, 2012, and it has not been done. I have asked for proof, a
18 copy of the cleared check they (say) they sent to PIFCU and they have not produced
19 that document either. At this point, this must be illegal, that I do not have possession of
20 the Tribeca, I took it off my insurance, and have made 2 payments and am facing
21 making a third." Gilbert Auto of Walla Walla did not pay off C.L.'s trade-in no later
22 than the close of the second business day following the date the vehicle was acquired as
23 required by RCW 46.70.124 and WAC 308-66-195.
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1 **5.3.4.** On or about October 26, 2012, B.B. traded in a 2007 Dodge Caravan,
2 VIN 2D4GP44L17R272131, with a lien payoff of \$15,876 in a transaction with Gilbert
3 Auto of Walla Walla. Gilbert Auto of Walla Walla sold the 2007 Dodge Caravan to
4 J.S. on November 5, 2012. The security interest in the 2007 Dodge Caravan that is held
5 by GESA Credit Union has not been paid off as of February 27, 2013. Gilbert Auto of
6 Walla Walla did not payoff B.B.'s trade-in no later than the close of the second business
7 day following the date the vehicle was acquired as required by RCW 46.70.124 and
8 WAC 308-66-195(2).
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10 **5.3.5.** On or about December 29, 2012, M.A. traded in a 2005 VW Jetta,
11 VIN 3VWSF71K75M624458, with a lien payoff of \$4,399 in a transaction with Gilbert
12 Auto of Walla Walla. The security interest in the 2005 VW Jetta that is held by Toyota
13 or its affiliated financing company has not been paid off as of February 27, 2013.
14 Gilbert Auto of Walla Walla did not payoff M.A.'s trade-in no later than the close of
15 the second business day following the date the vehicle was acquired as required by
16 RCW 46.70.124 and WAC 308-66-195(2).
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18 **5.3.6.** On or about December 30, 2012, N.S. traded in two vehicles, a 2006
19 Ford F250, VIN 1FTSX21PX6EC80968 with a lien payoff of \$10,532 and a 2009
20 Honda CRV, VIN JHLRE48719C006146 with a lien payoff of \$25,673 in a transaction
21 with Gilbert Auto of Walla Walla. On information and belief, Gilbert Auto of Walla
22 Walla sold the 2009 Honda CRV to R.K. on January 12, 2013, who financed the
23 purchase with a loan from Hapo Credit Union. The security interest held on both
24 vehicles by GESA Credit Union has not been paid off as of February 27, 2013. On
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1 information and belief, GESA Credit Union repossessed these vehicles. Gilbert Auto
2 of Walla Walla did not payoff N.S.'s trade-in no later than the close of the second
3 business day following the date the vehicle was acquired as required by RCW
4 46.70.124 and WAC 308-66-195(2).

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6 **5.3.7.** On or about December 31, 2012, M.D. traded in a 1994 GMC
7 Sonoma, VIN 1GTD19W0R8526956, with a lien payoff of \$5,804 in a transaction
8 with Gilbert Auto of Walla Walla. Gilbert of Walla Walla sold the 1994 GMC Sonoma
9 to D.G. on January 3, 2013. The security interest in the 1994 GMC Sonoma that is held
10 by Hapo Credit Union has not been paid off as of February 27, 2013. Gilbert Auto of
11 Walla Walla did not payoff M.D.'s trade-in no later than the close of the second
12 business day following the date the vehicle was acquired as required by RCW
13 46.70.124 and WAC 308-66-195(2).

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15 **5.3.8.** On or about January 12, 2013, L.R. traded in a 2006 Honda Ridgeline,
16 VIN 2HJYK16426H520052, with a lien payoff of \$3,660 in a transaction with Gilbert
17 Auto of Walla Walla. Gilbert of Walla Walla sold the 2006 Honda Ridgeline to R.D.
18 on January 31, 2013. The security interest in the 2006 Honda Ridgeline that is held by
19 Alaska Federal Credit Union has not been paid off as of February 27, 2013. Gilbert
20 Auto of Walla Walla did not payoff L.R.'s trade-in no later than the close of the second
21 business day following the date the vehicle was acquired as required by RCW
22 46.70.124 and WAC 308-66-195(2).

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24 **5.3.9.** On or about July of 2012, M.A.P. executed a contract to purchase a
25 vehicle from Gilbert Imports, L.L.C., dba Gilbert Honda ("Gilbert Honda"). As part of
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1 the purchase contract, M.A.P. traded in a vehicle. GESA Credit Union held a security
2 interest in M.A.P.'s trade-in vehicle. M.A.P filed Complaint No. 417047 with the
3 Office of the Attorney General stating, "I traded in and purchased a vehicle at Gilbert
4 Honda in Walla Wall, [sic] Wa. The dealership said and I have [sic] written agreement
5 that they would pay off the trade in, but have failed to do so to GESA of Walla Walla.
6 This has been approx 2 months now. GESA is breathing down my throat for the money
7 due." Sixty days after M.A.P. traded-in her vehicle, Gilbert Honda had not paid off the
8 GESA security interest. Gilbert Honda did not pay off M.A.P's trade-in no later than
9 the close of the second business day following the date the vehicle was acquired as
10 required by RCW 46.70.124 and WAC 308-66-195(2).
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12 **5.3.10.** On or about July 18, 2012, O.R.P. executed a contract to purchase a
13 Dodge Dakota from Gilbert Honda. As of January 2, 2013, O.R.P. had not received his
14 title or license plates for the vehicle. (AGO Complaint No. 423046) On information
15 and belief, Gilbert Honda did not timely transfer the title of the Dodge Dakota and
16 payoff prior security interests accordance with the law.
17

18 **5.3.11.** On or about August of 2012, C.J. traded in a vehicle to Gilbert Honda.
19 On November 14, 2012, C.J. filed a Better Business Bureau Complaint No. 9299645
20 stating, "they told me they were going to pay off my trade in and here it is 3 months
21 after I purchased the vehicle and they still haven't paid the loan off. Wells Fargo, the
22 lienholder, has not even heard from Gilbert. . . The entire time I had an account with
23 Wells Fargo, there was not 1 payment that was ever late, and now thanks to Gilbert
24 Honda, on my credit, it looks like I don't know how to pay my bills. Furthermore, I
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1 want something to be done so that Gilbert is unable [to] treat innocent people that way
2 they treated me.” Gilbert Honda failed to pay off C.J.’s trade-in no later than the close
3 of the second business day following the date the vehicle was acquired as required by
4 RCW 46.70.124 and WAC 308-66-195(2).

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6 **5.3.12.** On or about October 26, 2012, B.T. traded in a 2007 Ford Taurus, VIN
7 1FAFP53U27A210353, with a lien payoff of \$2,800 in a transaction with Gilbert
8 Honda. The security interest in the 2007 Ford Taurus that is held by Blue Mountain
9 Credit Union was not paid off as of February 27, 2013. Gilbert Honda did not payoff
10 B.T.’s trade-in no later than the close of the second business day following the date the
11 vehicle was acquired as required by RCW 46.70.124 and WAC 308-66-195(2).

12
13 **5.3.13.** On or about November 5, 2012, S.L. traded in two vehicles at Gilbert
14 Honda. On February 4, 2013, S.L. filed a complaint with the Office of the Attorney
15 General stating, “We traded in 2 vehicles in on the 5th of November and the dealership
16 has yet to pay off 1 of them. Now we are 42 days past due on the auto payment. Also,
17 2 weeks later we traded in the car that was purchased due to extensive problems, that
18 was on the 5th of Dec. and they still haven’t paid that off either. We are getting calls
19 daily from these collectors wanting their money.” (AGO Complaint No. 425126) On
20 information and belief, Gilbert Honda did not payoff S.L.’s trade-ins no later than the
21 close of the second business day following the date the vehicles were acquired as
22 required by RCW 46.70.124 and WAC 308-66-195(2).

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24 **5.3.14.** On or about November 12, 2012, S.F. traded in a 2008 Infiniti G35,
25 VIN JNKBV61F58M261644, with a lien payoff of \$15,148 in a transaction with
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1 Gilbert Honda. Gilbert Honda sold the 2008 Infiniti G35 to E.R. on December 13,
2 2012. The security interest in the 2008 Infiniti G35 that is held by GESA Credit Union
3 was not paid off as of February 27, 2013. Gilbert Honda did not payoff S.F.'s trade-in
4 no later than the close of the second business day following the date the vehicle was
5 acquired as required by RCW 46.70.124 and WAC 308-66-195(2).
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7 **5.3.15.** On or about November 28, 2012, J.S.R. executed a contract to
8 purchase a vehicle from Gilbert Honda. J.S.R. stated in his complaint to the Office of
9 the Attorney General, "I was told they (Gilbert) had not completed the transaction of
10 the purchase of the vehicle that they sold to me, from the auction firm in Portland. I get
11 the runaround each time I inquire, and it has now been in excess of 2 months." (AGO
12 Complaint No. 425465) On information and belief, Gilbert Honda failed to pay off the
13 flooring lender for the vehicle no later than the close of the second business day
14 following the date the vehicle was acquired as required by RCW 46.70.124 and WAC
15 308-66-195(2).
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17 **5.3.16.** On or about December 19, 2012, R.E. traded in a 2006 Ram 1500,
18 VIN 1D7HA18KX6J193262, with a lien payoff of \$8,312 in a transaction with Gilbert
19 Honda. The 2006 Ram 1500 was sold to D.E. on February 5, 2013. The security
20 interest in the 2006 Ram 1500 that is held by Capital One was not paid off as of
21 February 27, 2013. Gilbert Honda did not payoff R.E.'s trade-in no later than the close
22 of the second business day following the date the vehicle was acquired as required by
23 RCW 46.70.124 and WAC 308-66-195(2).
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1 **5.3.17.** On or about December 26, 2012, J.M. traded in a 2005 Chevy
2 Silverado, VIN 1GCEK19Z35Z120899, with a lien payoff of \$8,335 in a transaction
3 with Gilbert Honda. The security interest in the 2005 Chevy Silverado that is held by
4 First Community was not paid off as of February 27, 2013. Gilbert Honda did not
5 payoff J.M.'s trade-in as required by RCW 46.70.124 and WAC 308-66-195(2).
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7 **5.3.18.** On or about December 26, 2012, F.A. traded in a 2010 Jeep Wrangler,
8 VIN 1J4AA2D14AL207680, with a lien payoff of \$21,634 in a transaction with Gilbert
9 Honda. The security interest in the 2010 Jeep Wrangler that is held by Alaska USA
10 Federal Credit Union was not paid off as of February 27, 2013. Gilbert Honda did not
11 payoff F.A.'s trade-in as required by RCW 46.70.124 and WAC 308-66-195(2).
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13 **5.3.19.** On or about December 30, 2012, C.F.R. traded in a 2007 Dodge
14 Dakota, VIN 1D7HE48KX7S180920, with a lien payoff of \$9,600 in a transaction with
15 Gilbert Honda. Gilbert Honda sold the 2007 Dodge Dakota to M.D. on December 30,
16 2012. The security interest in the 2007 Dodge Dakota that is held by O Bee Credit
17 Union was not paid off as of February 27, 2013. Gilbert Honda did not payoff C.F.R.'s
18 trade-in as required by RCW 46.70.124 and WAC 308-66-195.
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20 **5.3.20.** On or about January 3, 2013, E.M. traded in a 2004 Ford Explorer,
21 VIN 1FMZU73E94UB93075, with a lien payoff of \$11,187 in a transaction with
22 Gilbert Honda. Gilbert Honda sold the 2004 Ford Explorer to J.M. on January 18,
23 2013. The security interest in the 2004 Ford Explorer that is held by Wells Fargo was
24 not paid off as of February 27, 2013. Gilbert Honda did not payoff E.M.'s trade-in as
25 required by RCW 46.70.124 and WAC 308-66-195(2).
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1 **5.3.21.** On or about January 4, 2013, D.M. traded in a vehicle to Gilbert
2 Honda. Gilbert Honda received funds to pay off the trade-in on or about January 14,
3 2013. Gilbert Honda had not paid off the D.M.'s trade-in as of January 29, 2013. D.M.
4 filed Complaint No. 9399700 with the Better Business Bureau stating, "We were told
5 that our trade in would be paid off in a timely manner. On January 10th we received a
6 letter from the company who financed our new vehicle stating that our loan for our new
7 car was funded. We received a bill in the mail dated 1/19/13 from the company who
8 financed our trade in stating that we were past due. On 1/28/13 I called our old finance
9 company to see if a payment had been made to our account for our payoff. They
10 verified that it had not. I went to the dealership and asked to speak with some[one]
11 about the issue. I was told that everyone in the finance department was gone, but they
12 would take my information and pass it along. I explained why I was angry about this
13 and that I wanted it resolved ASAP, this is now messing with my wife and my credit."
14 Gilbert Honda did not pay off D.M.'s trade-in no later than the close of the second
15 business day following the date the vehicle was acquired. Gilbert Honda did not pay
16 off D.M.'s trade-in no later than the close of the second business day following the date
17 the vehicle was acquired as required by RCW 46.70.124 and WAC 308-66-195(2).
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20 **5.3.22.** On or about January 26, 2013, M.G. traded in a 2003 Honda Accord,
21 VIN 1HGCM82603A014157, with a lien payoff of \$14,312 in a transaction with
22 Gilbert Honda. Gilbert Honda sold 2003 Honda Accord to E.A. on February 12, 2013.
23 The security interest held by Americas Credit Union in the 2003 Honda Accord was not
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1 paid off as of February 27, 2013. Gilbert Honda did not payoff M.G.'s trade-in as
2 required by RCW 46.70.124 and WAC 308-66-195(2).

3 **5.3.23.** On or about February 2, 2013, L.B. traded in a 2011 Honda Pilot, VIN
4 5FNYP4H53BB045401, with a lien payoff of \$16,672 in a transaction with Gilbert
5 Honda. The security interest in the 2011 Honda Pilot that is held by Honda Finance
6 was not paid off as of February 27, 2013. Gilbert Honda did not payoff L.B.'s trade-in
7 no later than the close of the second business day following the date the vehicle was
8 acquired as required by RCW 46.70.124 and WAC 308-66-195(2).

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10 **5.3.24.** On or about February 7, 2013, R.M.M. traded in a 2012 Honda Civic,
11 VIN 2HGFB2F59CH594995, with a lien payoff of \$21,836 in a transaction with
12 Gilbert Honda. Gilbert Honda sold the 2012 Honda Civic to W.H. on February 14,
13 2013. The security interest in the 2012 Honda Civic that is held by Honda Finance was
14 not paid off as of February 27, 2013. Gilbert Honda did not payoff L.B.'s trade-in as
15 required by RCW 46.70.124 and WAC 308-66-195.

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17 **5.3.25.** On or about February 9, 2013, J.F.H. traded in a 2011 Chevy Cruze,
18 VIN 1G1PH5S98B7126268, with a lien payoff of \$15,837 in a transaction with Gilbert
19 Honda. The security interest in the 2011 Chevy Cruze that is held by the financial
20 institution on the 2011 Chevy Cruze was not paid off as of February 27, 2013. Gilbert
21 Honda did not payoff J.F.H.'s trade-in as required by RCW 46.70.124 and WAC 308-
22 66-195.

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24 **5.3.26.** On or about February 14, 2013, W.V.H. traded in a 2010 Honda Civic,
25 VIN 19XFA1F61AE044235, with a lien payoff of \$17,194 in a transaction with Gilbert
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1 Honda. The security interest in the 2010 Honda Civic that is held by TD Auto Finance
2 was not paid off as of February 27, 2013. Gilbert Honda did not payoff W.V.H.'s
3 trade-in as required by RCW 46.70.124 and WAC 308-66-195.

4 **5.3.27.** Between February 12, 2013, and February 20, 2013, Gilbert Auto
5 Honda received trade-in vehicles with security interests held by Hapo Community
6 Credit Union, TD Auto Finance and Santander Consumer USA. On information and
7 belief based on the Defendants deteriorating financial condition, Gilbert Auto Honda
8 will be unable to payoff the security interests held in the trade-in vehicle in accordance
9 with the law.

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11 **5.3.28.** On or about July 10, 2012, T.B. executed a contract to purchase a
12 2010 Dodge Ram 1500 vehicle from Gilbert Auto Ford, L.L.C., dba Gilbert Auto Ford
13 of Moscow Idaho ("Gilbert Auto Ford"). (Complaint No. 417359) Gilbert Auto Ford
14 failed to pay off the prior lien holder of the 2010 Dodge Ram 1500 prior to its resale to
15 T.B. On information and belief based on industry practice, the prior owner of the 2010
16 Dodge Ram 1500 did not agree in writing to directly pay the perfected lien holder.
17 Gilbert Auto Ford did not pay off the prior perfected lien holder of the 2010 Dodge
18 Ram 1500 within 10 days of taking possession. Gilbert Auto Ford did not comply with
19 Idaho Code Ann. § 16-49-1609A(1) and (2) (2012).

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22 **5.3.29.** As part of the purchase contract, T.B. traded-in a 2009 Ford Escape to
23 Gilbert Auto Ford in which Numerica Credit Union held a security interest. Sixty days
24 after T.B. trade-in his 2009 Ford Escape, Gilbert Auto Ford had not paid off the
25 security interest held by Numerica Credit Union. Gilbert Auto Ford took possession of
26

1 T.B.'s traded-in vehicle for the purpose of resale. T.B. did not agree in writing to
2 directly pay the lien of Numerica Credit Union. Gilbert Auto Ford failed within ten
3 business days of taking possession to satisfy Numerica's security interest by payment in
4 full. Gilbert Auto Ford did not comply with Idaho Code. § 49-1609A(1) (2012).

5
6 **5.3.30.** Gilbert Auto Ford also sold the 2009 Ford Escape traded in by T.B. to
7 another retail purchaser prior to paying off the security interest of Numerica Credit. In
8 order to avoid being declared in default on his loan, T.B. made payments on the 2009
9 Ford Escape after he transferred title of the vehicle to Gilbert Auto Ford. Gilbert Auto
10 Ford failed to comply with Idaho Code § 49-1609A(2) (2012).

11 **5.3.31.** On or about July 27, 2012, E.M. traded in a vehicle to Gilbert Auto
12 Ford as part of a contract to purchase another vehicle. (BBB Complaint No.
13 92421950). By October 1, 2012, Gilbert Auto had not paid off E.M.'s trade-in vehicle.
14 Gilbert Auto Ford failed within ten business days of taking possession of E.M.'s trade-
15 in vehicle to pay the security interest in full. On information and belief based on trade
16 and practice, E.M. did not agree in writing to directly pay the lien on the trade-
17 in. Gilbert Auto Ford did not comply with Idaho Code. § 49-1609A(1) (2012).

18
19 **5.3.32.** On or about July of 2012, L.H. traded in 2011 Jeep Compass at Gilbert
20 Auto Ford as part of a contract to purchase another vehicle. (BBB Complaint No.
21 9304905). As of November 19, 2012, Gilbert Auto Ford had not paid off Toyota
22 Financial Services, the holder of a security interest in the 2011 Jeep Compass. Gilbert
23 Auto Ford failed within ten business days of taking possession of L.H.'s trade-in
24 vehicle to pay the perfected lien in full. In a response to the Better Business Bureau of
25
26

1 Eastern Washington, Mark W. Gilbert wrote, "This customer concern was very valid
2 and was a direct result of our recent consolidation of our accounting office." On
3 information and belief based on trade and practice, L.H. did not did not agree in writing
4 to directly pay the lien on the trade-in. Gilbert Auto Ford did not comply with Idaho
5 Code. § 49-1609A(1) (2012).
6

7 **5.3.33.** On or about October 31, 2012, D.H. traded in a 2009 Toyota Camry,
8 VIN 4T1BE46K49U881104, with a lien payoff of \$15,600 in a transaction with Gilbert
9 Auto Ford. Gilbert Auto Ford sol the 2009 Toyota Camry on December 12, 2012 to
10 K.J. The security interest in the 2009 Toyota Camry held by BECU was not paid off as
11 of February 27, 2013. Gilbert Auto Ford did not payoff D.H.'s trade-in no later than
12 the close of the second business day following the date the vehicle was acquired as
13 required by RCW 46.70.124 and WAC 308-66-195(2).
14

15 **5.3.34.** On or about February 15, 2012, Gilbert Auto Ford received trade-ins
16 with liens held by Numerica Credit Union and Santander Consumer USA. On
17 information and belief based on the Defendants' deteriorating financial condition,
18 Gilbert Auto Ford will be unable to transfer title to the vehicles as required by law.
19

20 **5.3.35.** On or about June 2012, M.L. executed a contract to purchase a
21 Chrysler Sebring and traded in a 2009 Kia Rio to Gilbert Motor Company, L.L.C., dba
22 Gilbert Nissan ("Gilbert Nissan"). M.L. filed Complaint No. 9119738 with the Better
23 Business Bureau stating, "I just recived [sic] a notice from Wells Fargo Auto Finance
24 Co. that I am now two months behind in my payments for the KIA RIO I called Wells
25 Fargo to day July 10 2012 and it isn't payed [sic] off yet". As of July 10, 2012, Gilbert
26

1 Nissan had not paid off the holder of the security interest in the 2009 Kia Rio. Gilbert
2 Nissan did not payoff M.L.'s trade-in no later than the close of the second business day
3 following the date the vehicle was acquired as required by RCW 46.70.124 and WAC
4 308-66-195(2).
5

6 **5.3.36.** On or about June 25, 2012, K.B. executed a contract to purchase a
7 2006 Nissan Titan from Gilbert Nissan and traded in a 2004 Ford Explorer. (AGO
8 418859) As of August 28, 2012, Gilbert Nissan had not paid off the holder of a
9 security interest in the 2004 Ford Explorer. K.B. filed Complaint No. 9255851 with the
10 Better Business Bureau, stating "I traded a 2004 Ford Explorer that still had a loan on it
11 and needed to be paid off. Gilbert Auto FAILED to comply (with the contract we both
12 signed) and pay off this vehicles until August 29th 2012, 64 days after the purchase of
13 the Nissan Titan. I was given ultimatums from my fords [sic] finance company, they
14 were going to come repossess the Ford Explorer, they also told me to go pick it up until
15 they pay it off and wanted me to pay on it in the meantime. They wouldn't call them
16 back to resolve this issue and neither would Walla Walla. I got excuse after excuse
17 from Chad and their business office in Walla Walla WA, they stated the 'check must
18 have got lost in the mail.' After all was said and done my credit score went from 625 to
19 473 from two delinquit [sic] payments. The second issue, I have yet to receive a
20 registration, tabs, or plates for this vehicle [2006 Nissan Titan]. . . I have called
21 Olympia DOL a couple times with the vin# and plate# to see if I am the registered
22 owner of the Nissan Titan. The last call I made to Olympia DOL was October 9th, they
23 stated I was not the registered owner, and that the vehicle title was being sent to the
24
25
26

1 owner of the vehicle who's name is unknown. I have spoke [sic] with Chad SEVERAL
2 times and he has done nothing to resolve this issue, I continue to receive the run around
3 and a lot of excuses. . . I have no proof of ownership to this vehicle other than my
4 insurance card. this [sic] is unreal." Gilbert Nissan did not payoff the lien holder of the
5 2004 Ford Explorer no later than the close of the second business security intrest held
6 by the lien holder the date the vehicle was acquired as required by RCW 46.70.124 and
7 WAC 308-66-195. Gilbert Nissan also failed to pay off the holder of the security
8 interest in the 2006 Nissan Titan no later than the close of the second business day
9 following the date the vehicle was acquired as required by RCW 46.70.124 and WAC
10 308-66-195.
11

12 **5.3.37.** On or about October 20, 2012, L.P. traded in a 2009 Chevy Impala,
13 VIN 2G1WT57N691284986, with a lien payoff of \$12,700 in a transaction with Gilbert
14 Nissan. The security interest in the 2009 Chevy Impala that is held by US Bank was
15 not paid off as of February 27, 2013. Gilbert Nissan did not payoff J.M's trade-in no
16 later than the close of the second business day following the date the vehicle was
17 acquired as required by RCW 46.70.124 and WAC 308-66-195(2).
18

19 **5.3.38.** On or about November 9, 2012, S.J.H. traded in a Kia Sportage to
20 Gilbert Nissan and purchased a Honda CRV. Washington State Employee Credit
21 Union (WSECU) held a security interest in the Kia Sportage. As of January 7, 2013,
22 Gilbert Nissan had not paid the security interest of WSECU on the Kia Sportage.
23 S.J.H. filed Complaint No. 9380334 with the Better Business Bureau stating, [i]n
24 December I received a letter from W S E C U the company that the Kia was financed
25
26

1 through to say my December payment . . . was overdue. . . I called them to explain that
2 I no longer owned the Kia, & that I had traded it in on the Honda CR V at Gilbert
3 Nissan on November 9 th 2012. . . They also told me I was responsible for the money
4 owed on the Kia, & they would contact Gibert [sic] Nissan & find out what was
5 happening. I never heard back from them, but on January 7 th 2013 they wrote me
6 another letter saying the December 2012 payment was still overdue. I again called
7 them . . . & explained again that I didn't own the vehicle in question, & the woman I
8 spoke to didn't have any record of my calling them earlier, & seemed surprised that it
9 wasn't paid for yet!" Gilbert Nissan did not payoff the lien holder of the Kia Sportage
10 no later than the close of the second business day following the date the vehicle was
11 acquired as required by RCW 46.70.124 and WAC 308-66-195.
12
13

14 **5.3.39.** On or about December 1, 2012, R.C. traded in a 2006 Ford F250, VIN
15 1FTSW21P26EB31036, with a lien payoff of \$21,401 in a transaction with Gilbert
16 Nissan. The security interest held in the 2006 Ford F250 by Wells Fargo Bank was not
17 paid off as of February 27, 2013. Gilbert Nissan did not payoff R.C's trade-in as
18 required by RCW 46.70.124 and WAC 308-66-195.
19

20 **5.3.40.** On or about December 3, 2012, R.P. traded in a 2012 Nissan Altima,
21 VIN 1N4AL2AP7CN445383, with a lien payoff of \$18,500 in a transaction with
22 Gilbert Nissan. The security interest held in the 2012 Nissan Altima by Nissan Motor
23 Acceptance Corporation was not paid off as of February 27, 2013. Gilbert Nissan did
24 not payoff R.C's trade-in as required by RCW 46.70.124 and WAC 308-66-195.
25
26

1 **5.3.41.** On or about December 8, 2012, G.M. traded in a 2001 Honda
2 Odyssey, VIN 2HKRL18771H509142, with a lien payoff of \$3,600 in a transaction
3 with Gilbert Nissan. The security interest in the 2001 Honda Odyssey held by
4 Cashmere Valley Bank was not paid off as of February 27, 2013. Gilbert Nissan did
5 not payoff G.M.'s trade-in as required by RCW 46.70.124 and WAC 308-66-195.
6

7 **5.3.42.** On or about January 21, 2013, L.M. traded in a 2004 Mercedes Benz,
8 VIN WDBTJ75J54F077274, with a lien payoff of \$12,870 in a transaction with Gilbert
9 Nissan. The security interest in the 2004 Mercedes Benz held BECU was not paid off
10 as of February 27, 2013. Gilbert Nissan did not payoff L.M.'s trade-in as required by
11 RCW 46.70.124 and WAC 308-66-195.
12

13 **5.4.** On February 12, 2013, American Honda Finance Corporation ("American
14 Honda Finance") filed a Complaint for Replevin and Possession of Personal Property;
15 Temporary Restraining Order and Preliminary Injunction; Specific Performance and Money
16 Damages under cause number CV-13-5015-EFS in the United States District Court for the
17 Eastern District of Washington. The Complaint listed Gilbert Imports, L.L.C., dba Gilbert
18 Honda, Mark Gilbert and GA Group Properties, L.L.C., as defendants. The complaint made the
19 following allegations:
20

21 **5.4.1.** After conducting a floor plan audit in August of 2012, American Honda
22 Finance ("AHFC") discovered "that a number of vehicles financed by AHFC were sold
23 or missing from the Dealership, even though AHFC had not received payment."
24 Gilbert Honda did not make payment on the sold or missing vehicles until after
25 September 4, 2012.
26

1 **5.4.2.** After conducting a floor plan audit in September of 2012, American
2 Honda Finance discovered “that a number of vehicles financed by AHFC were sold or
3 missing from the Dealership, even though AHFC had not received payment.” Gilbert
4 Honda did not make payment on the sold or missing vehicles until after September 13,
5 2012.
6

7 **5.4.3.** After conducting a floor plan audit on September 26, American Honda
8 Finance discovered “that a number of vehicles financed by AHFC were sold or missing
9 from the Dealership, even though AHFC had not receive payment for the units.”
10

11 **5.4.4.** After conducting a floor plan audit on October 10 and 24, 2012,
12 American Honda Finance discovered “that a number of financed by AHFC were sold or
13 missing, even though Dealership had failed to pay AHFC for those vehicles.” Gilbert
14 Honda issued a check for non-sufficient funds in the amount of \$68,885.27. Gilbert
15 Honda did not make payment on the sold or missing vehicles until After December 7,
16 2012.
17

18 **5.4.5.** After conducting a floor plan audit on December 18, 2012, American
19 Honda Finance discovered vehicles financed by AHFC were sold or missing from the
20 premises even though Dealership had not paid for those vehicles.
21

22 **5.4.6.** As of January 2013, Gilbert Honda owed American Honda Finance
23 \$107,585.16 for vehicles sold out of trust.
24

25 **5.4.7.** As of February 7, 2013, Gilbert Honda had twenty-seven vehicles that
26 were sold out of trust, failing to pay American Honda Finance for the vehicles.

1 **5.4.8.** American Honda Finance declared Gilbert Honda in default of its
2 contracts with American Honda by letter dated February 8, 2013.

3 **5.4.9.** “As of February 7, 2013, the amount owed to AHFC because of credit
4 extended to the Dealership and GA Properties exceeds \$5,232,016.81. Interest,
5 attorney’s fee and other charges continue to accrue.”
6

7 **5.5.** On or about February 5, 2013, Nissan Motor Acceptance Corporation
8 (“NMAC”) filed a Complaint for Breach of Wholesale Agreement, Breach of Sign Lease
9 Agreement, Replevin, Injunctive Relief, Specific Performance and Breach of Guarantees in
10 Grant County Superior Court under cause number 13-2-00157-4. The Complaint listed Gilbert
11 Motor Company, L.L.C. and Mark W. Gilbert as defendants. The complaint made the
12 following allegations:
13

14 **5.5.1.** “On January 12, 2013, NMAC conducted another audit on Gilbert Motor
15 and determined that Gilbert Motor had not paid NMAC for sixty-five (65) units sold,
16 resulting in a SOT [sales out of trust] position of \$1,340,823.”

17 **5.5.2.** “Since January 18, 2013, NMAC has discovered that Gilbert Motor Sold
18 4 additional vehicles without paying NMAC. As of January 29, 2013, Gilbert Motor
19 has sold 69 vehicles SOT [sales out of trust] in derogation of NMAC’s rights.”
20

21 **5.6.** On information and belief, Gilbert of Walla Walla has sold vehicles “out of
22 trust” without paying its secured lender for the vehicles and without transferring title to
23 vehicles in accordance with the law.
24
25
26

1 5.7. At all times relevant to this action, Defendants continued its practice of failing
2 to timely pay off vehicles contrary to the requirements of RCW 46.70.124 and WAC 308-66-
3 195.

4 5.8. Defendants' conduct as alleged in paragraphs 5.2 through 5.3 violates RCW
5 46.70.124, RCW 46.70.180 and constitutes a *per se* unfair and deceptive acts or practices of
6 the Consumer Protection Act, chapter 19.86 RCW pursuant to RCW 46.70.310.

7 5.9. Defendant, Gilbert Auto Ford, L.L.C.'s conduct as alleged in paragraphs 5.3.28
8 through 5.2.34 violates chapter 16, Title 49 of the Idaho Code and the associated rules; Idaho
9 Code 49-1609A; chapter 6, Title 48 of the Idaho Code also known as the Idaho Consumer
10 Protection Act; and chapter 19.86 RCW of the Washington Consumer Protection Act.

11
12 **VI. SECOND CAUSE OF ACTION**
13 **(Unlawful Transfer of Motor Vehicle)**

14 6.1. Plaintiff realleges paragraphs 1.1 through 1.13, 4.1 through 4.6 and incorporates
15 them as if set fully herein.

16 6.2. Defendants are engaged in the trade and commerce of buying and selling
17 "motor vehicles" as that term is defined in chapter 46.16A RCW.

18 6.3. RCW 19.166.050 provides that a dealer engages in the act of unlawful transfer
19 of an ownership interest in a motor vehicle when (a) the "dealer does not pay off any balance
20 due to the secured party on a vehicle acquired by the dealer no later than the close of the
21 second business day after the acquisition date of the vehicle"; and (b) the "dealer does not
22 obtain a certificate of title under RCW 46.70.124 for each used vehicle kept in his or her
23 possession unless that certificate is in the possession of the person holding a security interest in
24
25
26

1 the dealer's inventory"; and (c) the "dealer does not transfer the certificate of title after the
2 transferee has take possession of the motor vehicle."

3 **6.4.** Plaintiff realleges the conduct alleged in paragraphs 5.2 through 5.6.

4 **6.5.** At all times relevant to this action, Defendants failed to pay off the balance due
5 to secured parties (as that term is defined in RCW 62A.9A-102) on motor vehicles no later
6 than the close of the second business day after the acquisition date of the vehicle.
7

8 **6.6.** At all times relevant to this action, Defendants failed to obtain certificates of
9 title for each used vehicle kept in their possession as required by RCW 46.70.124.

10 **6.7.** At all times relevant to this action, Defendants did not transfer certificates of
11 title after the transferee took possession of the motor vehicle.

12 **6.8.** Defendants practices violated RCW 19.116.050.

13 **6.9.** Defendants' conduct as alleged in paragraphs 6.2 through 6.8 violates
14 RCW19.116.050 and constitutes *per se* unfair and deceptive acts or practices of the Consumer
15 Protection Act, chapter 19.86 RCW, pursuant to RCW 19.166.010 and RCW 19.166.030.
16

17 **VII. THIRD CAUSE OF ACTION**
18 **(Breach of Warranty of Good Title)**

19 **7.1.** Plaintiff realleges paragraphs 1.1 through 1.13, 4.1 through 4.6 and 5.2 through
20 5.6 and incorporates them as if set fully herein.

21 **7.2.** RCW 62A.2-312(1)(a) provides that a contract of sale includes a seller's
22 warranty that title conveyed is good and that transfer is rightful.

23 **7.3.** RCW 62A.2-312(1)(b) provides that a contract of sale includes a warranty that
24 the goods shall be delivered free from any security interest or other lien or encumbrance of
25 which the buyer at the time of contracting has no knowledge.
26

1 7.4. The Defendants are sellers of goods as defined by RCW 62A.2-103.

2 7.5. On information and belief based on trade and practice, the buyers identified in
3 paragraphs 5.3.1 through 5.3.40 had no knowledge of any prior security interests, liens or
4 encumbrances at the time they entered into contracts with Defendants.

5 7.6. The Defendants delivered vehicles to buyers of vehicles that were not free from
6 security interests or other liens or encumbrances at the time of entering into contracts.

7 7.7. Defendants knew or should have known that vehicles delivered to buyers would
8 not be free of security interests or other liens or encumbrances within the time frame provided
9 by RCW 46.70.124 and WAC 308-66-195.

10 7.8. Defendants' conduct as alleged in paragraphs 7.1 through 7.7 breached the
11 warranty of title provided by Washington's Uniform Commercial Code, RCW 62A.2-312.

12 7.9. Defendants' conduct as alleged in paragraphs 7.1 through 7.7 violates RCW
13 46.70.180 and constitutes unfair and deceptive acts or practices of the Consumer Protection
14 Act, chapter 19.86 RCW.

15
16
17 **VIII. FOURTH CAUSE OF ACTION**
18 **(Surety on Bond)**

19 8.1. Plaintiff realleges paragraphs 1.1 through 1.13 and 5.2 through 5.6 and
20 incorporates them as if set fully herein.

21 8.2. Defendant Sentry Select provided a surety bond number 251026509 to Gilbert
22 Motor Company, L.L.C., doing business as Gilbert Auto Nissan, effective December 20, 2010, in
23 the amount of thirty thousand dollars. Such surety bond runs to the state of Washington pursuant
24 to RCW 46.70.070 and for the benefit of retail purchasers that suffer any loss or damage by the
25 bonded dealer that constitutes a violation of chapter 46.70 RCW.
26

1 **8.3.** Defendant Sentry Select provided a surety bond number 251026510 to Gilbert
2 Imports, L.L.C., doing business as Gilbert Auto Honda, effective June 1, 2011, in the amount of
3 thirty thousand dollars. Such surety bond runs to the state of Washington pursuant to RCW
4 46.70.070 and for the benefit of retail purchasers that suffer any loss or damage by the bonded
5 dealer that constitutes a violation of chapter 46.70 RCW.
6

7 **8.4.** Defendant Sentry Select provided a surety bond number 251026504 to Gilbert
8 Auto of Walla Walla, L.L.C., doing business as Gilbert Chrysler Jeep Dodge Ram, effective
9 March 17, 2011, in the amount of thirty thousand dollars. Such surety bond runs to the state of
10 Washington pursuant to RCW 46.70.070 and for the benefit of retail purchasers that suffer any
11 loss or damage by the bonded dealer that constitutes a violation of chapter 46.70 RCW.
12

13 **8.5.** Defendant Sentry Select provided a surety bond number 251026511 to Gilbert
14 Auto Ford, L.L.C., doing business as Gilbert Auto Ford, in the amount of twenty thousand dollars.
15 and such surety bond runs for the purpose of insuring against any fraud, fraudulent representations
16 or violation of Title 49 of the Idaho Code and the rules of the Department of Motor Vehicles.
17

18 **8.6.** On information and belief, Gilbert Motor Company, L.L.C., dba Gilbert Auto
19 Nissan violated chapters 46.70 RCW, 19.86 RCW, 19.116 RCW and RCW 62A.2-312, and retail
20 purchasers have suffered losses or damages as a result of Gilbert Auto Nissan's acts and practices.
21

22 **8.7.** On information and belief, Gilbert Imports, L.L.C., dba Gilbert Auto Honda
23 violated chapters 46.70 RCW, 19.86 RCW, 19.116 RCW and RCW 62A.2-312, and retail
24 purchasers have suffered losses or damages as a result of Gilbert Auto Honda's acts and practices.
25

26 **8.8.** On information and belief, Gilbert Auto of Walla Walla, L.L.C., dba Gilbert
Chrysler Jeep Dodge Ram violated chapters 46.70 RCW, 19.86 RCW, 19.116 RCW and RCW

1 62A.2-312, and retail purchasers have suffered losses or damages as a result of Gilbert Chrysler
2 Jeep Dodge Ram's acts and practices.

3 **8.9.** On information and belief, Gilbert Auto Ford, L.L.C., dba Gilbert Auto Ford of
4 Moscow Idaho violated violates chapter 16, Title 49 of the Idaho Code and the associated rules;
5 Idaho Code 49-1609A; chapter 6, Title 48 of the Idaho Code also known as the Idaho
6 Consumer Protection Act; chapters 19.86 RCW of the Washington Consumer Protection Act,
7 19.116 and RCW 62A.2-312, and retail purchasers have suffered losses or damages as a result of
8 Gilbert Auto Ford's acts and practices.

9
10 **8.10.** The acts and practices alleged against the Defendants give rise to claims against
11 Sentry Select under the respective bonds. Sentry Select is liable to those retail purchasers that
12 suffered losses and damages as a result of the alleged acts and practices up to the amount of the
13 bond.
14

15 **IX. PRAYER FOR RELIEF**

16 Plaintiff State of Washington prays for relief as follows:

17 **9.1.** That the Court adjudge and decree that the Defendants have engaged in the
18 conduct complained of herein.

19 **9.2.** That the Court adjudge and decree that the conduct complained of in all the causes
20 of action against the Defendants constitute violations and/or *per se* violations of RCW 19.86.020.

21 **9.3.** That the Court issue a preliminary and permanent injunction enjoining and
22 restraining Defendants, its representatives, successors, assigns, officers, agents, servants,
23 employees, and all other persons acting or claiming to act for, on behalf of, or in active concert or
24
25
26

1 participation with Defendants from continuing or engaging in the unlawful conduct complained of
2 herein.

3 **9.4.** That the Court make such orders pursuant to RCW 19.86.080 as it deems
4 appropriate to provide for consumer restitution.

5 **9.5.** That the Court enter judgment against the Sentry Select bonds for losses and
6 damages incurred by retail purchasers up to the amount of each bond.

7 **9.6.** That the Court assess a civil penalty, pursuant to RCW 19.86.140, of two thousand
8 dollars (\$2,000) per violation for each violation of RCW 19.86.020 caused by the conduct
9 outlined in this Complaint.

10 **9.7.** That Plaintiff has and recovers from Defendant the costs of this action, including a
11 reasonable attorneys' fee, pursuant to RCW 19.86.080.

12 **9.8.** For such other relief as the Court may deem just and proper to fully and effectively
13 dissipate the effect of the conduct complained of herein or which may otherwise seem proper to
14 the Court.

15 DATED this 28th day of February, 2013.

16
17
18 ROBERT W. FERGUSON
19 Attorney General

20
21 
22 MARY C. LOBDELL, WSBA #17930
23 Senior Counsel
24 Attorney for Plaintiff State of Washington
25
26